REQUEST FOR PROPOSAL

FLEXIBILE SPENDING ACCOUNTS (IRC Section 125) ADMINISTRATIVE SERVICES

ISSUED BY

CITY OF MEDINA

May 2006

Notice of

REQUEST FOR PROPOSAL

Administrative Services for

FLEXIBLE SPENDING ACCOUNTS (IRC Section 125)

The City of Medina invites qualified firms to submit proposals to provide administrative services for employee Flexible Spending Accounts. The Request for Proposal (RFP) is submitted for your review and consideration. The complete Request for Proposal, including the Exhibits, are accessible on the homepage of our website at www.medina-wa.gov

If you are interested in providing administrative services for the Flexible Spending Accounts plan, please review and comply with the terms, conditions, and instructions set forth in this Request for Proposal (RFP).

The deadline for submitting a proposal is <u>noon (PDST) Monday, June 5, 2006.</u> No proposals will be accepted after this date. Submit the proposal to:

Doug Schulze, City Manager City of Medina 501 Evergreen Point Road Medina, WA 98039

If you have any questions regarding the RFP, please contact Rachel Baker, 425-233-6400, or 501 Evergreen Point Road, Medina, WA 98039, or email her at rbaker@medina-wa.gov. The City of Medina reserves the right to reject any or all proposals or to accept any proposal or portion of a proposal deemed to be in the City's best interest.

SECTION I. GENERAL INSTRUCTIONS

Submission Requirements

Five (5) copies of your sealed, written proposal, including one (1) original, signed in blue ink must be submitted to:

Doug Schulze, City Manager City of Medina 501 Evergreen Point Road Medina, WA 98039

This proposal must be received **no later than noon (PDST) Monday, June 5, 2006**. Please clearly indicate on the envelope or box, "PROPOSAL FOR ADMINISTRATION OF FSA." Proposers may elect to either mail or personally deliver their proposal to the City of Medina. No modifications or addenda to a proposal will be accepted after the referenced submission date unless the City of Medina requests it in writing.

Failure to submit the required number of copies as stated above by the stated deadline, comply with the terms, conditions and instructions as set forth in the Request for Proposal (RFP) may disqualify the proposal.

Examination of Documents and Requirements

Each Proposer shall carefully examine all RFP documents and thoroughly familiarize themselves with all requirements prior to submitting a proposal to ensure that the proposal meets the intent of this RFP.

Before submitting a proposal, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Proposer from obligation to comply, in every detail, with all provisions and requirements of the Request for Proposal.

Proposal Format

The proposal is to be typewritten and an original signed in blue ink by a duly elected or appointed officer who is authorized to do so. Legibility, clarity, and completeness are important and essential elements of the proposal. The proposal must be bound and sealed when submitted.

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal are not desired.

The proposal as submitted will become a part of the final contract approved by the City of Medina. The prices contained herein should remain firm for a period of three years.

Additional Information And Specification Changes

Requests for additional information and questions should be addressed to the City of Medina via Rachel Baker, (425) 233-6400 or rbaker@medina-wa.gov no later than 1:00 p.m. on Tuesday, May 23. Questions received from all respondents shall be answered and posted on homepage of the City's website at www.medina-wa.gov.

Proposers will be notified on the website at www.medina-wa.gov or in writing of any change in the specifications contained in the RFP. Check this website every day during the proposal period.

The City of Medina reserves the right to change any or all specifications. Explanations or instructions not confirmed in writing shall not be considered binding on the City of Medina.

The City of Medina reserves the right to conduct post-proposal discussion with any Proposer who has a realistic possibility of contract award, including requests for additional information and requests for "Best and Final" offers.

Terms, Conditions, Limitations and Exceptions

- 1. This RFP does not commit the City of Medina to award a contract, issue a purchase order, or to pay any costs incurred in the preparation of a proposal in response to this request.
- 2. The proposals will become part of the City's official files without any obligation on the City's part. All responses shall be held confidential from all parties other than the City until after the contract is awarded. Afterward, the proposals shall be available to the public.
- 3. The City of Medina shall not be held accountable if material from responses is obtained without the written consent of the vendor by parties other than the City, at any time during the proposal evaluation process.
- 4. In the event a Proposer submits trade secret information to the City, the information must be clearly labeled as a "Trade Secret". The City will maintain the confidentiality of such trade secret to the extent provided by law.
- 5. The Proposer shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Medina (including any and all members of the proposal evaluation committee) for the purpose of influencing consideration of a proposal.
- 6. Proposer(s) shall not collude in any manner, or engage in any practices, with any other Proposer(s), which may restrict or eliminate competition or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this RFP, or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein.
- 7. All proposals submitted must be the original work product of the Proposer. The copying or paraphrasing of the work product of another Proposer is not permitted.
- 8. The RFP and the related responses of the selected Proposer will by reference (within a Contract) become part of any formal agreement between the selected Proposer and the City. The City and the selected Proposer may negotiate a contract or contracts for submission to City Council for consideration and approval. In the event an agreement cannot be reached with the selected Proposer, the City reserves the right to select an alternative Proposer. The city reserves the right to negotiate with Proposer the exact terms and conditions of the contract.
- 9. Proposers, their authorized representatives, and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of the Request for Proposal at the time a proposal is submitted to the City.
- 10. Clerical support and reproduction of documentation costs shall be the responsibility of the Proposer. If required, such support and costs shall be defined in the contract negotiated.

Terms, Conditions, Limitations and Exceptions - continued

- 11. Proposer personnel essential to the continuity, successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by the City.
- 12. The City may terminate its performance under a contract in the event of a default by the Contractor and a failure to cure such default after receiving notice of default from the City. Default may result from the Contractor's failure to perform under the terms of the contract or from the Contractor becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.
- 13. Contractor must promptly report to the City any conditions, transactions, situation, or circumstances encountered by the Contractor, which would impede or impair the proper and timely performance of the contract.
- 14. The City of Medina has sole discretion and reserves the right to cancel this RFP or to reject any or all proposals received prior to contract award.
- 15. The City reserves the right to waive any formalities canceling this RFP, or to reject any or all proposals or any part thereof.
- 16. The City reserves the right to request clarification of any proposal after all proposals have been received.
- 17. Proposers must furnish a "Certificate of Vote" signed by their Chief Executive officer or managing partners, which lists the specific officers who are authorized to execute agreements on behalf of the company.
- 18. After contract execution, the Proposer is the prime contractor and responsible party for contracting and communicating the work to be performed to subcontractors and for channeling other information between the City and subcontractors. Any subcontracting must be specified in the proposal. Any subcontracting not specified in the proposal will need prior express approval from the City Manager.
- 19. Prime Contractor assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Prime Contractor or is subcontracted to another organization.
- 20. If subcontractor involvement is required in the use of license, patent, or proprietary process, the Prime Contractor is responsible for obtaining written authorization from the subcontractor to use the process or providing another process comparable to that which is required and which is acceptable to the City, all at no additional cost or liability to the City.

INDEMNITY and RELEASE

A. RELEASE

CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

B. INDEMNIFICATION

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

- CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- 2. THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND
- 3. THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT. CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

C. <u>INDEMNIFICATION</u>

CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

INDEMNIFICATION PROCEDURES

1. Notice of Claims:

If the City or Contractor receives notice of any claim or circumstances, which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following: a description of the indemnification event in reasonable detail, the basis on which indemnification may be due, and the anticipated amount of the indemnified loss. This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 days period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffer loss, or incurs expense because of the delay.

2. Defense of Claims:

- A. <u>Assumption of Defense</u>: Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonable and satisfactory to the City. Contractor shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.
- B. <u>Continued Participation:</u> If Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

INSURANCE REQUIREMENTS

The Contractor shall obtain and maintain in effect during the term of this agreement insurance coverage as set forth below and shall furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the Contract. The City shall be named as an additional insured on all such policies except Professional Liability and Workers' Compensation and shall be primary to any other insurance. The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Washington or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.

Comprehensive General Liability including Contractual Liability insurance shall be in at least the following amounts:

- 1. Commercial General Liability Insurance including Contractual Liability:
 - \$500,000 per occurrence;
 - \$1,000,000 aggregate, (defense costs excluded from face value of the policy)
- 2. Workers' Compensation including Broad Form All States Endorsement:
 - Amount shall be statutory amount.
 - Employer's Liability cannot be used as a substitute for Workers'
 Compensation
- 3. Employer's Liability
 - Bodily injury by accident \$100,000 (each accident)
 - Bodily injury by disease \$100,000 (policy limit)
 - Bodily injury by disease \$100,000 (each employee)
- 4. Professional Liability Coverage
 - \$1,000,000 per occurrence
 - \$1,000,000 aggregate

All of the insurance required to be carried by the Contractor hereunder shall be by policies which shall require on their face, or by endorsement, that the insurance carrier waive any rights of subrogation against the City, and that it shall give thirty (30) days written notice to the City before they may be cancelled or materially changed. Within such thirty (30) day period Contractor covenants that it will provide other suitable policies in lieu of those about to be cancelled or materially changed so as to maintain in effect the coverage required under the provisions hereof. Failure or refusal of the Contractor to obtain and keep in force the above required insurance coverage shall authorize the City, at its option, to terminate this Contract at once.

If any part of the work is sublet, similar insurance shall be provided by or in behalf of the Subcontractor to cover their operations, and the Contractor shall furnish evidence of such insurance, satisfactory to the City. In the event a Subcontractor is unable to furnish insurance in the limits required under the Contract, the Contractor shall endorse the Subcontractor as an Additional Insured on his policies excluding Workers' Compensation and Employer's Liability.

Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.

Contractor shall maintain in effect certain insurance coverage, which is described as follows:

- Form of Policies: The Finance Officer may approve the form of the insurance policies, but nothing the Finance Officer does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Finance Officer's actions or inactions do not waive the City's right under this Agreement.
- 2. <u>Issuers of Policies</u>: The issuer of any policy shall have a Certificate of Authority to transact insurance business in Washington or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.
- Insured Parties: Each policy, except those for Workers' Compensation, Employer's Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.
- 4. <u>Deductibles</u>: Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.
- 5. <u>Cancellation</u>: Each policy must state that it may not be canceled, materially modified, or non-renewed unless the insurance company gives the Finance Officer 30 days advance written notice. Contractor shall give written notice to the Finance Officer within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.
- 6. <u>Subrogation</u>: Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees.
- 7. <u>Endorsement of Primary Insurance</u>: Each policy, except Workers' Compensation and Professional Liability, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.
- 8. <u>Liability for Premium</u>: Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.
- 9. <u>Subcontractors</u>: Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Finance Officer.

10. Proof of Insurance:

A. On the Effective Date and at any time during the Term of this Agreement, Contractor shall furnish the Finance Officer with Certificates of Insurance, along

with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Finance Officer, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies

- B. Contractor shall continuously and without interruption, maintain in force the required insurance coverages specified in this Section. If Contractor does not comply with this requirement, the City Manager, at his or her sole discretion, may;
 - 1. Immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
 - 2. Purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.
- C. The City shall never waive or be stopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.
- 11. Other Insurance: If requested by the Finance Officer, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

Contractor Performance Language

Contractor should make customer satisfaction a priority in providing services under this Contract. Contractor's employees should be trained to be customer-service oriented and to positively and politely interact with City employees when performing contract services. If, in the City Manager's determination, the Contractor is not interacting in a positive and polite manner with City employees, the Contractor shall take all remedial steps to conform to the standards set by this Contract and is subject to termination for breach of contract.

Inspections and Audits

City representatives may have the right to perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least three (3) years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

Recommendations/Exceptions

If your organization takes exceptions to the services requested in this RFP, please state your objection specifically within your proposal. If you feel the specifications are slanted toward one (1) particular vendor or service provider, please state your concerns in writing. If you feel that another firm has been given any type of an advantage in responding to this RFP, please notify the City of Medina, Attn: Doug Schulze, 501 Evergreen Point Road, Medina, WA 98039, dschulze@medina-wa.gov.

SECTION II. DESCRIPTION OF SERVICES REQUIRED

BACKGROUND

The City of Medina intends to provide Flexible Spending Accounts (IRC Section 125) for eligible employees.

The City also offers Health, Life, and Disability insurance through the Association of Washington Cities Benefits Trust for those employees who wish to participate.

The City has twenty-two employees who would be eligible to participate in the Flexible Spending Account Plan.

SCOPE OF SERVICES

The City of Medina wishes to contract with a Third Party Administrator to provide Flexible Spending Account Plan administrative services.

Services specifically required are listed below. The Plan Administrator shall:

- (1) Provide initial system design and ongoing administration, including claims processing, plan testing, and regulatory filing.
- (2) Conduct on-site education and enrollment for employee flexible spending accounts. Satisfactory communication lines shall be established to assist employees and the City.
- (3) Provide enrollment forms, claim forms, change forms, and other forms to the City as may be necessary for the management of claims.
- (4) Prepare and file any forms and reports required to be furnished to the state or federal government or any subdivision or agency thereof on behalf of the City.
- (5) Employees shall be given the option of receiving reimbursements via check or direct deposit.
- (6) Employees shall be able to submit claim requests online as well as check account and claim status online.

GENERAL QUESTIONNAIRE

Please answer the following questions as part of your proposal. Please submit the responses in hard copy format. Type the questions before your answer. In answering a question, you may refer to other sections or exhibits of your proposal by reference to the page where the information may be found. If the answer to one question appears in the answer to another, you may refer to your other answer.

Failure to respond completely to any of these requests may result in rejection of the proposal.

- 1. Please state the name of your company, home office address, and the name, business address, phone number, and title of the person whom the City may contact about your proposal.
- 2. Is your company "affiliated" with another company? If so, describe the "affiliate relationship." "Affiliated" means owned by another company, owned by a common controlling shareholder or interest, or inter-tied by contract as to be under the dominion or influence of another. If your firm is not a corporation, please advise whom each of the partners, proprietors, or other owners are and whether they have interests in any medical provider firms.
- 3. Are you licensed to do business in the State of Washington? Do you now have all the necessary licenses and registrations to perform the activities proposed? If the answer is no, explain fully.
- 4. Is your firm involved in any current litigation against or from the City? If yes, please describe.
- 5. What former City employees (executive level) are working for your firm and for how long?
- 7. What is the Best rating of your company? What is the Moody's rating of your company? What is the Standard and Poor's rating of your company?
- 8. Describe fully the experience of your company in providing services to clients with fewer than 50 employees. Include a listing of at least five your clients with 50 or fewer employees, specifying the name, address, size of group, type of service provided, and the name of the contact person with whom the City could communicate regarding their experience with your firm.
- 9. Describe fully the experience of your company in providing service to state or municipal employers.
- 10. Please identify the individual(s) (name, address, phone number, and title) who would be assigned responsibility for the City's account, and include a resume of his or her experience and qualifications.
- 11. If you are selected, what claim office would be processing claims for the City of Medina?

General Questionnaire - continued

- 12. Does your company have staff and facilities located in the Seattle area? If so, give a brief summary of the size and make-up of your local staff. If your claims office is not located in the Seattle area, what is the standard communication procedure between the City of Medina staff, your local service office and the processing claim office?
- 13. Please supply a list of the major clients you have lost during the last five years, giving the name, location and size of the client, date lost and the reason lost.
- 14. Have you been involved in litigation within the last five years arising out of your performance in the administration of a Flexible Spending Account (Section 125) plan? Exclude routine matters involving participants and beneficiaries that do not reflect on your performance under the contract with your client. If the answer is yes, explain fully.
- 15. Have you been cited or been threatened with citation within the last five years by federal or state regulators for violations of state or federal laws and failure to implement regulations? If the answer is yes, explain fully.
- 16. Do you anticipate any mergers, transfer of company ownership, sales management reorganizations, or departure of key personnel within the next three years that might affect your ability to carry out your proposal if it results in a contract with the City of Medina?
- 17. Describe your firm's contract termination provisions. Please make sure the sample contract you provide includes this language.

EVALUATION AND SELECTION FACTORS

The City of Medina will coordinate the review and evaluation of these proposals. Finalists may be invited to present their proposals in a personal interview at a time and place to be designated.

A proposal submitted to the City of Medina in accordance with the terms, conditions, and instructions as set forth in this RFP is not to be construed as a contract. It is the City's intention to enter into a contract for Flexible Spending Account Administration Services specified in this RFP with the successful respondent. However, the City of Medina reserves the right to reject any or all proposals.

The criteria that the City of Medina intends to use in evaluating the proposal shall include, but are not limited to:

- Organizational capacity and staff experience.
- Knowledge, competence, and experience in working with other organizations and/or governmental agencies.
- Systems capability, reporting formats, and procedures to promptly and effectively serve the needs of the City of Medina.
- Quality of communication materials.
- Quality of proposal.

- Cost: the overall cost of the proposal must be reasonable. Though the City is not committed to awarding the work to the lowest priced proposer, it intends to weigh the costs proposed against the benefits of the products offered.
- Ability of the Proposer to assume and complete the work in a timely manner.
- Content of proposal.
- Financial Strength.

PROPOSAL OUTLINE AND CONTENT

To simplify the review process and to obtain the maximum degree of comparability, the proposal must follow the outline as set forth below and, at a minimum, contain the information as requested. Proposers are encouraged to include additional relevant information.

Letter of Transmittal

The letter of transmittal should be limited to one (1) or two (2) pages and should include:

- 1. A brief statement of the Proposer's understanding of the work to be done.
- 2. The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representations on behalf of the Proposer.
- 3. A statement that the person signing the transmittal letter is authorized to legally bind the Proposer; that the proposal and the total fixed price contained therein shall remain firm for a period of one hundred-eighty (180) days after receipt of the best and final offer and that the proposal will comply with the requirements and arrangements in Section I of this RFP.

NOTE: PROPOSAL MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED.

4. A statement that the proposed price is the total fixed price for the services enumerated.

Financial Statement

Please submit your company's most recent financial statement.

Title Page

The title page should include the RFP subject, the name and address of the Proposer and the date of the proposal.

Contents

The contents should be identified by section, description, and page number.

LIST OF REFERENCES:

List two (2) references for each component that you propose

1.	Name of Company:	Phone No.:	_		
	Name of contact who is familiar with your firm's work:				
	Address:				
	Contract Award Date:	Contract Completion Date:			
	Contract Name/Title:				
2.	Name of Company:	Phone No.:			
	Name of contact who is familiar with your firm's work:				
	Address:				
	Contract Award Date:	Contract Completion Date:			
	Contract Name/Title:				
3.	Name of Company:	Phone No.:			
	Name of contact who is familiar with your firm's work:				
	Address:				
	Contract Award Date:				
	Contract Name/Title:				
4.	Name of Company:	Phone No.:			
	Name of contact who is familiar with your firm's work:				
	Address:	·			
	Contract Award Date:				
		<u>-</u>			

LIST OF PREVIOUS CUSTOMERS:

1.	Name:	Phone No.:
	Contract Award Date:	Contract Completion Date:
	Contract Name/Title:	
2.	Name:	Phone No.:
	Address:	
	Contract Award Date:	Contract Completion Date:
	Contract Name/Title:	
	N	Diama Mari
3.	Name:	
	Contract Award Date:	*
	Contract Name/Title:	
4.	Name:	Phone No.:
	Address:	
	Contract Award Date:	
	Contract Name/Title:	

LIST OF SUBCONTRACTORS

The following is a list of subcontractors we propose to engage on the following items of Work. Any item of Work which does not designate a subcontractor will be done by the firm submitting the Proposal.

SEGREGATED PART OF WORK	SUBCONTRACTOR/SUPPLIER

SUBMITTAL FORM

NOTE: PROPOSAL MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED.

Respectfully Su	abmitted:			
(Print or type n	ame of Contrac	ctor – full compa	nny name)	
Ву:				
(Signatu	ure of authorize	ed officer or ager	nt)	
Name:				_
Title:				_
Date:				-
Attest/Witness:	(Signature)			_
Name:				_
Title:				_
Date:				-
Address of Con	ntractor:			-
Telephone No.	of Contractor:			-
(Signature, nam	ne and title of A	Affiant)		-
Notary Public i	n and for			-
			County, Wa	ashington
My Commissio	on Expires:	day of	20_	